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NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

AMENDMENT TO AND RATIFICATION OF OIL AND GAS LEASE

STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
 COUNTY OF TARRANT §

WHEREAS, on **February 8th, 2008**, a No Surface Use Oil and Gas Lease was entered into by and between **Brenda Welch, a widow**, whose address is 6610 Hillgreen Drive, Arlington, TX 76002, herein called "Lessor," and **Paloma Barnett, LLC**, whose address is 1021 Main Street, Suite 2600, Houston, Texas 77002, Lessee; said Oil and Gas Lease is evidenced by a No Surface Use Oil and Gas Lease which is recorded in the Official Public Records of Tarrant County, Texas as **D208111462**, covering the following described tract of land, to-wit:

Lot 1, Block 10, BrandyrIDGE, Phase One, an Addition to the City of Arlington, Tarrant County, Texas, according to the Map or Plat thereof recorded in Volume 388-116, Page 17, of the Plat Records of Tarrant County, Texas, and amendments thereof, including streets, easements, and alleyways adjacent thereto, and any riparian rights

WHEREAS, Paloma Barnett, L.L.C. assigned all of its right, title and interest in and to the lease to Chesapeake Exploration, L.L.C., an Oklahoma limited liability company, whose address is 6100 North Western Avenue, Oklahoma City, Oklahoma 73118; and;

WHEREAS, Total E&P USA, Inc., whose address is 1201 Louisiana Street, Suite 1800, Houston, Texas, 77002, acquired an undivided 25% of Chesapeake's working interest in the aforementioned Lease; and;

WHEREAS, the Lessor(s), Chesapeake Exploration, L.L.C. and Total E&P USA, Inc., their successors and/or assigns, desires to amend said Oil and Gas Lease as set forth below:

The Lease states that the Lessor(s) is as follows:

Brenda Welch, a widow

NOW THEREFORE, in consideration of the leased premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned do hereby amend the Oil and Gas Lease as follows:

The Lessor Identification within the said Oil and Gas Lease filed in the Official Public Records of Tarrant County, Texas as referenced above is deleted in its entirety and substituted with the following Lessor Identification:

Brenda Welch, a widow, Jason Lee Welch, and Christopher Blake Welch

WHEREAS, at the time the Lease was entered into, Jason Lee Welch and Christopher Blake Welch also held an interest in the property; and,

WHEREAS, at this time Lessee, its heirs and assigns, desires to have Brenda Welch, Jason Lee Welch and Christopher Blake Welch adopt, ratify and confirm said Lease and all of the terms and provisions thereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned does hereby adopt, ratify and confirm the Lease as to all of its terms and provisions therein and does hereby lease, grant, demise and let the interest of the undersigned in the land covered by the Lease unto Lessee, it's successors and assigns, in accordance with all of the terms and provisions of the Lease as fully and completely as if the undersigned had originally executed, acknowledged and delivered the same to Lessee.

Lessor(s) further acknowledge the Oil and Gas Lease as being valid and subsisting and in full force and effect and all of the rights granted to Lessee under the Oil and Gas Lease shall continue in full force and effect as to the terms and provisions of the Oil and Gas Lease.

This instrument may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

In the event of a conflict between the provisions contained in this instrument and any other provisions contained in the Lease, the provisions contained in this instrument shall prevail to the extent of such conflict; in all other respects the Lease shall remain in full force and effect.


IN WITNESS WHEREOF, this instrument is executed as of the date of acknowledgment of signatures below.

Lessor:

By:


Brenda Welch

By:


Jason Lee Welch

By:


Christopher Blake Welch

Lessee(s):

CHESAPEAKE EXPLORATION, L.L.C.

By: _____

Henry J. Hood, Sr. Vice President
Land and Legal & General Counsel

TOTAL E&P USA, INC., a Delaware corporation

By: _____

Eric Bonnin, Vice President
Business Development and Strategy

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 26th day of July 2010,
by **Brenda Welch**.



Brenda Hampton Higgins
Notary Public, State of Texas

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 26th day of July 2010,
by **Jason Lee Welch**.



Brenda Hampton Higgins
Notary Public, State of Texas

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 26th day of July 2010,
by **Christopher Blake Welch**.



Brenda Hampton Higgins
Notary Public, State of Texas

ACKNOWLEDGMENT

STATE OF _____ §
COUNTY OF _____ §

The foregoing instrument was acknowledged before me on the _____ day of _____, 2010, by **Henry S. Hood, Sr. Vice President – Land and Legal & General Counsel**, on behalf of **CHESAPEAKE EXPLORATION, L.L.C.**

Notary Public in and for The State of _____

STATE OF _____ §
COUNTY OF _____ §

The foregoing instrument was acknowledged before me this _____ day of _____, 2010, by **Eric Bonnin as Vice President – Business Development and Strategy** of **TOTAL E&P USA, INC.**, a Delaware corporation, as the act and deed and behalf of such corporation.

Notary Public in and for The State of _____